

[Dkt. Ents. 19, 29]

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
CAMDEN VICINAGE

ERIC NELS YERKES,

Plaintiff,

v.

CESSNA AIRCRAFT CO., et al.,

Defendants.

Civil Action No. 14-cv-05925

ORDER

This matter comes before the Court upon two motions to dismiss filed by Defendant Cessna Aircraft Co. ("Cessna") and Defendants Certain Underwriters at Lloyd's London ("Lloyd's"). (Dkt. Ents. 19, 29.) Cessna and Lloyd's (collectively, the "Defendants") seek to dismiss Counts I, III, and IV of the Second Amended Complaint (the "Second Amended Complaint"), which, respectively, allege breach of contract against Cessna, breach of contract against Lloyd's, and unjust enrichment against both Cessna and Lloyd's. (Second Am. Compl. ¶¶ 32-38, 45-53, 54-57.)

FOR THE REASONS SET FORTH IN THE ACCOMPANYING OPINION, IT IS on this, the 25th day of June 2015, hereby ORDERED that Defendants' motions to dismiss the Second Amended Complaint are GRANTED WITHOUT PREJUDICE to amendment as

set forth in the Opinion and these Defendants are DISMISSED from this action; and it is further

**ORDERED** that, in the event Plaintiff seeks leave to file an amended complaint, he shall do so within thirty (30) days of the entry of this Order; and it is further

**ORDERED** that the Clerk of the Court shall remove Defendants Cessna and Lloyd's from the caption.

s/Renée Marie Bumb  
RENÉE MARIE BUMB  
UNITED STATES DISTRICT JUDGE